



27<sup>th</sup> July 2026

Public Contracts Review Board  
Notre Dame Ravelin,  
Floriana,  
Malta

Powerenzi Ltd [TID 000237835]

vs

[1] Enemalta plc

[2] AG Installations [TID 000237893]

TD/T/3879/2024 (12735)

Tender Name: Supply of 11kV Switchgear for Msierah DC

**REASONED OBJECTION**

---

Whereas, this is an objection being filed by Powerezi Ltd [TID 000237835] (hereinafter “Powerezi” and/or “Appellant”), in accordance with the applicable public procurement regulations.

Whereas, Powerezi participated in the tender with reference TD/T/3879/2024 (12735), together with other economic operators, following a call issued by Fnemalta plc (hereinafter “Enemalta” and/or “the Contracting Authority”), published on the 19th November 2025 and closing on the 22nd December 2025.

Whereas, by virtue of a rectification request issued by the Evaluation Committee dated 18th February 2026, Powerezi was notified of one single shortcoming concerning its technical literature, and was invited to rectify its position within five working days.

Whereas, Powerezi submitted its reply through the ePPS on the 25th February 2026, within the stipulated timeframe, by means of a Technical Rectification and Compliance Confirmation Report.

Whereas, by means of a letter of rejection dated 17<sup>th</sup> July 2026, Appellants were informed that their offer was being rejected and that the tender was being recommended for award to AG Installations [TID 000237893] (hereinafter “AG Installations” and/or “recommended bidder”):

*“Thank you for participating in the above-mentioned tender procedure. However, I regret to inform you that the tender submitted by your company was found to be technically non-complaint as follows:*

*‘A rectification re technical literature was issued, with bidder submitting an incomplete answer, leaving a number of issues in the rectification un-addressed.’*

*The tender was recommended for award to TID 000237893 AG Installations for the amount of € 791,853.36 excluding VAT, this being the cheapest priced tender satisfying the administrative and technical criteria.”*

Whereas the Appellants feel aggrieved by the decision to exclude their offer and by the decision to recommend for award the bid by AG Installations, as well as by the failure of the Contracting Authority, or whosoever, to discharge its obligation to provide information, and are thereby submitting their objection within the time-frame and accompanied with the relative deposit [vide **DOC 1**], based on the following grievances:

**1. Preliminary: Failure to provide requested information**

- 1.1** By virtue of a request for information dated 20th July 2026 [vide **DOC 2**], Powerezi requested information from the Contracting Authority, and this inter alia in accordance with the applicable regulations governing this procurement procedure.
- 1.2** The said request contained fifty-eight specific, non-confidential, material and strictly relevant questions, each anchored in an identified clause of the tender document, of the Technical Schedule, of the Literature List or of the Special Conditions. It concerned, primarily, the evaluation of the Appellants' own offer and the treatment afforded to their rectification reply, and secondarily, the compliance of the recommended bidder with the mandatory requirements of the tender.
- 1.3** Enemalta has failed to address the request for information, and this in breach of its obligation to disclose information which is not sensitive or confidential.
- 1.4** It is to be emphasised that the information requested does not fall within the sphere of commercial confidentiality. It concerns the treatment of the Appellants' own rectification reply, the verification of a purely numerical selection criterion, the submission or otherwise of mandatory tender-stage documentation, and the clarification and rectification history of the procedure. In any event, and as held in the jurisprudence cited hereunder, even genuinely sensitive information may be disclosed subject to appropriate procedural safeguards.
- 1.5** The Contracting Authority has thus failed to uphold the principles of natural justice, including but not limited to equality of arms, and this to the prejudice of the Appellants. As a direct result of this non-disclosure, the Appellants have been placed in a position of total opacity, and have been compelled to file the present objection, and to pay the substantial deposit attaching thereto, without any visibility whatsoever of the material facts.
- 1.6** Reference is additionally being made to the Court of Appeal [Superior] judgment in the names of *South Lease Limited kontra Central Procurement and Supplies Unit et.*, dated 22<sup>nd</sup> June 2022, wherein it was held that:

“Il-Bord irrifjuta din it-talba peress li linformazzjoni kienet, skont hu, “of a commercially sensitive nature.” Din il-Qorti ma taqbilx ma’ dan l-argument peress illi kull parti fi kwistjoni quddiem Tribunal kwazi gudizzjarju (kif inhu l-Bord in kwistjoni) ghandu dritt ghal kull informazzjoni rilevanti ghall-kaz tieghu, u l-parti l-ohra, speċjalment fejn ikun hemm dettalji teknici, trid tipprovdi dik linformazzjoni u mhux tinheba wara n-natura kummerċjali kunfidenzjali talinformazzjoni. Speċjalment f’kazijiet ta’ din ix-xorta fejn, hafna drabi, l-ghazla ddur fuq l-istruttura teknika tal-offerta, kull parti ghandha obbligu li tikkxef dak kollu li hu rilevanti u relatat mal-offerta taghha. Jekk l-informazzjoni li tkun se tinghata tkun sensittiva, il-Bord jista’ jordna li l-informazzjoni tkun accessibli biss ghaliha u ghall-partijiet fil-kwistjoni, u li ma jinhargux kopji tad-dokumenti relattivi, izda jibqghu issigillati f’envelop ghall-uzu biss kif inghad. L-avversarju, pero`, ghandu dritt jitlob mill-parti l-ohra kull informazzjoni marbuta mal-kaz u rilevanti ghall-materja quddiem il-Bord”

[added emphasis]

- 1.7 In view of the aforesaid, Appellants are hereby requesting this Honourable Board, through an interim measure, and in any case prior to the scheduled hearing, to order the Contracting Authority to release the information requested.
- 1.8 Given the failure to provide the information, the Appellants hereby reserve all rights, to the fullest extent permitted by law, to submit further or supplemental grievances, documentation and evidence, should any additional irregularities or breaches emerge once the information is disclosed.
2. **Lack of Explanation: Violation of Reason-Giving Obligations**
  - 2.1 **Lack of Explanation**
    - 2.1.1 The Appellants submit that the letter of rejection dated 17th July 2026 failed entirely to explain the basis upon which their offer was found to be technically non-compliant. The entirety of the reasoning communicated to Powerezi is confined to a single sentence, namely that a rectification was issued and that the bidder submitted an incomplete answer “leaving a number of issues in the rectification un-addressed”.

- 2.1.2** That sentence is vague and unsubstantiated. It does not identify what the said “issues” are. It does not identify the clause of the Technical Schedule, of the Technical Specifications or of the Literature List said to have been infringed. It does not identify the document, or the absence of any document, in which the said issues are said to arise. It does not distinguish between matters of substance and matters of form. It discloses nothing whatsoever as to the characteristics and relative advantages of the offer recommended for award.
- 2.1.3** More fundamentally, and this is the crux of the present grievance, the stated reason is irreconcilable with the rectification request upon which it purports to be founded. The rectification request issued by the Evaluation Committee on the 18th February 2026 Identified one single shortcoming, and one only. It read as follows:
- “Technical Literature submitted for Clause 2.1 (i) of the Technical Schedule: ‘The Tenderer must be responsible for the supply of 11kV switchboard with the layout shown in the single-line diagram of drawing ENE-DN-12.1. The room dimensions are fixed (refer to drawing MDC OCT24 D03), and switchgear must be installed in a straight line with 800MM clearance behind the panel and clearance of 500MM on both sides of the switchgear panel’ is not compliant as total panel width as submitted is 11.6m.”
- [added emphasis]
- 2.1.4** One shortcoming was notified and one shortcoming was addressed. Yet the letter of rejection asserts that “a number of issues” were left un-addressed. There is therefore a manifest and wholly unexplained disconnect between the shortcoming which was communicated to the Appellants, and the reason subsequently relied upon to disqualify them.
- 2.1.5** This inconsistency, between the single rectification point identified and the subsequent reference to “a number of issues”, is not a matter of mere infelicitous drafting. It constitutes a fundamental procedural defect. The Contracting Authority cannot lawfully rely, in support of a disqualification, upon undisclosed deficiencies which were never communicated to the Appellants in the course of the rectification process.
- 2.1.6** Even if purely for the sake of argument, the Contracting Authority is taken to have considered that the omission of the revised layout drawing formed part of its reasoning, the disconnect nonetheless admits of only two possible explanations, and neither can sustain the decision:

**FIRST**, that the reference to “a number of issues” is simply inaccurate, and that the sole matter in issue was the one notified on the 18th February 2026. In that event the stated reason is factually wrong, and the decision rests upon a misstatement of the evaluation record; or

**SECOND**, that the Evaluation Committee did in fact rely upon issues additional to the one notified. In that event, the Appellants have been disqualified upon grounds which were never communicated to them, which they were never invited to address, and in respect of which they were never afforded any opportunity whatsoever to be heard. That would constitute a plain breach of the right to be heard, of the principle of good administration, and of the very mechanism of rectification contemplated by the Notes to Clause 5 of the Instructions to Tenderers.

- 2.1.7 The Appellants are presently unable to determine which of the two applies, precisely because the Contracting Authority has failed to answer the request for information. That failure compounds, rather than cures, the defect in the reasoning.
- 2.1.8 This course of action further infringed the Appellants’ legitimate expectation that, once the sole notified rectification point had been addressed, no further and hitherto undisclosed deficiencies would subsequently be relied upon to exclude their offer.

## **2.2 Violation of Reason-Giving Obligations**

- 2.2.1 The obligation to state reasons is a cornerstone of both European Union law and Maltese administrative law. It serves not only to inform the affected party, but also to ensure accountability and to enable effective review. A decision which does not disclose the findings and the reasoning upon which it rests cannot be meaningfully contested, and therefore cannot be meaningfully reviewed.
- 2.2.2 In the judgment delivered by the Court of Appeal [Superior], in the names *Agius Stone Works Limited v. Kunsill Lokali Valletta et* on the 8<sup>th</sup> April 2025<sup>1</sup>, the Court held:

<sup>1</sup> Rikors Numru 65/2025/1.

*“F’dan ir-rigward il-liġi tgħid fir-Regolament 15(3) tar-Regolamenti dwar Kuntratti Pubbliċi li d-deċiżjoni li twassal għall-kancellament tas-sejha trid issir bil-miktub u jrid ikun fiha s-sejbiet u r-raġunijiet li wasslu biex din tkun inħarget. Minn kliem il-liġi għalhekk id-deċiżjoni ta’ kancellament ta’ sejha jrid ikun fiha mhux biss ir-raġunijiet li wasslu t-tħassir tas-sejha iżda jrid ikun fiha anke s-sejbiet (findings).”*

[added emphasis]

- 2.2.3 Although said judgment concerned a cancellation, the principle which it enunciates is of general application, namely that an adverse procurement decision must disclose not merely a conclusion, but the findings and the reasoning which led to it. In the present case the letter of rejection discloses neither. It discloses a conclusion, expressed in a single line, which is moreover inconsistent with the only shortcoming ever put to the Appellants.

- 2.2.4 Reference is also made to the decision of this Honourable Board, delivered on the 27<sup>th</sup> of March 2017<sup>2</sup> subsequent to an objection filed by Cherubino Ltd:

*“In this regard, and as emphasised on numerous occasions, this Board opines that the Contracting Authority should have given the very specific reason for the rejection of the Appellant’s offer and consequently for the eventual cancellation of the Tender itself.”*

[added emphasis]

- 2.2.5 The Court of Appeal [Superior], by means of a decision dated 3<sup>rd</sup> October 2017 in the names *Cherubino Limited (C-3677) v. Dipartiment tal-Kuntratti et<sup>3</sup>* proceeded to revoke the decision in question.

- 2.2.6 The one-line statement that “a number of issues” remained un-addressed provides no explanation at all. The decision is accordingly procedurally defective.

### 3. **Wrong evaluation: information already provided within the rectification reply**

#### 3.1 **The shortcoming notified was singular and was addressed in full**

- 3.1.1 As set out above, the shortcoming notified to the Appellants on the 18th February 2026 was singular and precise, namely that the total panel width as submitted was 11.6m, against fixed room dimensions per drawing MDC OCT24 D03, with a requirement of straight line installation, 800mm clearance behind the panel and 500mm clearance on both sides.

**3.1.2** The Appellants replied through the ePPS on the 25th February 2026, within the five working days stipulated, by means of a Technical Rectification and Compliance Confirmation Report. That Report addressed the notified shortcoming directly, comprehensively and in express terms. It confirmed, inter alia:

A. that the switchgear lineup had been revised to consist of twelve panels of 600mm and four panels of 800mm;

B. that the total installed length was thereby reduced to 10.4m, against an available installation length of 10.5m, and therefore within the fixed room dimensions;

C. that the clearance of 800mm behind the panel and the clearance of 500mm on both sides were maintained;

D. that straight line installation was preserved as required;

E. that Unit 08 incorporated two Voltage Transformers, one on the left hand side and one on the right hand side;

F. that the rated voltage, busbar rated current, short circuit rating and duration, frequency, auxiliary supply and IP ratings remained as tendered; and

G. that the switchgear complied with IEC 62271-200, and that the protection philosophy, the metering and relay configuration and all feeder functions remained unchanged.

**3.1.3** In other words, every element of the notified shortcoming was met, and met on the face of the document uploaded. The dimensional non-conformity which had been identified, and which was the sole matter put to the Appellants, was resolved.

**3.2 All information is retrievable within the submission-Substance over form**

**3.2.1** The Appellants remain unclear as to what the Contracting Authority intends by the words “incomplete answer”, and are constrained to speculate precisely because the request for information went unanswered. If what is intended is that the revised layout drawing referred to within the Technical Rectification and Compliance Confirmation Report was not itself among the files uploaded, the Appellants submit that this cannot lawfully sustain the disqualification, for the following reasons.



- 3.2.2 The Appellants submit that all of the information necessary to close the notified shortcoming was available to the Contracting Authority within their submission and their rectification reply. The panel schedule, the individual panel widths, the resulting total installed length of 10.4m, the available length of 10.5m, the rear and side clearances and the straight line configuration were all stated in the Report itself, in numerical and unambiguous terms. The drawing served a purely corroborative function. It did not carry information which was absent from the document actually submitted.
- 3.2.3 It is therefore not a case in which the required information was missing from the submission. It is a case in which the required information was present, but was contained in one part of the submission rather than in another. That distinction is decisive, and it is precisely the distinction upon which the Court of Appeal has recently and authoritatively pronounced.
- 3.2.4 In substantiation of the above, reference is made to a most recent decision by the Court of Appeal [Superior], in the names of *Europharma Limited (C1822) v. Central Procurement and Supplies Unit et al*<sup>4</sup>, which makes it clear that the Evaluation Committee should avoid employing excessive formality, and that if information is retrievable in other parts of the offer, then that should suffice:

*“Din il-Qorti tqies li l-għan ewlieni wara s-sejha għall-offerti de quo agitur ma kinitx li l-Awtorità kontraenti toqghod tfettaq u tfittex ix-xagħra fl-għaġina sabiex telimina l-konkorrenza. [...] L-iskwalifika tas-soċjetà appellanta minhabba li l-isem tal-manifattur u l-model number ġew indikati fid-Declaration of Conformity Amendment u mhux ukoll fit-Technical Offer Form mhijiex meħtieġa biex tithares il-kompetizzjoni ġusta għaladarba tali informazzjoni ġa kienet ingħatat f’dik l-offerta. In oltre, il-fatt li l-informazzjoni kienet kontenuta fid-Declaration of Conformity Amendment minflok fit-Technical Offer Form ma kienx jaffetwa s-sustanza tal-offerta ta’ Europharma Limited kif ukoll lanqas ma kien jagħti xi vantaġġ lil Europharma Limited fuq l-oblaturi l-oħra. Lanqas ma kellu impatt fuq l-awtorità kontraenti. Fil-fehma ta’ din il-Qorti, l-iskwalifika tal-offerta tas-soċjetà appellanta fuq raġuni bħal din, hija miżura sproporzjonata meta wiehed iqis li jekk din tiġi attwata, din tista’ twassal biex jintilef l-għan ewlieni tas-sejha li l-kuntratt jingħata lil min għamel l-orħos offerta.”*

[added emphasis]

<sup>4</sup> App. Ċiv. 445/2025/1, decided 29th January 2026.

3.2.5 It is significant that in Europharma the omission was more serious than that alleged here. There, the mandatory Technical Offer Form, a Note 3 document, had been left entirely blank in respect of brand, model number and catalogue reference. Here, by contrast, the document which was submitted was complete on its face and expressly stated the very data required to demonstrate compliance. If the Court was prepared to hold disqualification disproportionate on the former facts, the conclusion follows a fortiori on the latter.

3.2.6 The Court in Europharma further held, and this is directly in point:

*“Għalhekk fil-fehma tal-Qorti ma jkunx qiegħed jithaddem il-prinċipju tal-proporzjonalità jekk offerta vantaġġuża tiġi mwarrba għas-sempliċi fatt li l-informazzjoni rikjesta kienet ingħatat f’parti oħra tal-offerta u mhux fil-parti fejn kellha tiġi nserita. Is-sitwazzjoni kienet tkun ferm differenti li kieku din l-informazzjoni ma kinitx tirriżulta minn imkien fl-offerta magħmula.”*

[added emphasis]

3.2.7 The latter embraces the principles enunciated in previous similar judgments, which confirm the principle of substance vs form, and proportionality, as follows:

3.2.7.1 *Rockcut Limited (C10164) v. Id-Direttur Ġenerali tad-Dipartiment tal-Kuntratti et*<sup>5</sup>,

*“Jekk tassew it-tagħrif mogħti fit-technical questionnaire jinsab f’partijiet oħra tal-offerta, u ma jżid xejn aktar, mela sanzjoni li titwarrab l-offerta għax ma ntbagħatx il-questionnaire tkun waħda sproporzjonata fiċ-ċirkostanzi, għax in-nuqqas ikun biss wieħed formali u mhux ta’ sostanza. Billi jithalla li jingieb il-questionnaire ukoll wara li jkunu nfethu l-offerti ma jagħti ebda vantaġġ kompetittiv lill-oblatatur għax b’hekk ma jkun qiegħed jinbidel jew jiżdied xejn fl-offerta, u ma tkun qiegħda ssir ebda diskriminazzjoni kontra l-oblataturi l-oħra.”*

[added emphasis]

3.2.7.2 *Bonnici Bros Projects Limited et vs Onorevoli Ministru għas-Saħħa noe et*<sup>6</sup>, which addressed the precise situation of information supplied but not in the form or place prescribed,

*“[...] li ġara hu li kien hemm dokumenti nieqsa, l-oblatatur intalab jipprovdi daww id-dokumenti, id-dokumenti*

<sup>5</sup> Dated 25th June 2018.

<sup>6</sup> Decided 30th July 2018.

*ippreżentatiom iżda lill-kumitat tal-ghażla dehrli li kien fihom tagħrif nieqes waqt illi lill Bord ta' Reviżjoni dehrli li t tagħrif ingħata għalkemm mhux preċiżament fil-forma mitluba. Ladarba iżda t-tagħrif effettivament ingħata, u b'mod li ma ta ebda vantaġġ kompetittiv lill-oblator, tkun sanzjoni sproporzjonata li titwarrab offerta għax it-tagħrif ingħata f'paġna 5 flok f'paġna 4, aktar u aktar meta tqis illi l-ghan aħħari fl-ghażla ta' offerti għal kuntratti pubbliċi huwa li tingħażel l-aħjar offerta bla ma jingħata vantaġġ kompetittiv lil ebda oblator, u għalhekk ma għandhomx jitwarrbu offerti validi għal raġunijiet insuffiċjenti."*

[added emphasis]

- 3.2.8 The facts of Bonnici Bros are directly analogous to the present matter. A shortcoming was notified, the tenderer responded, the evaluation committee considered the response deficient, and the Court held that where the information was in substance provided and conferred no competitive advantage, disqualification was a disproportionate sanction.
- 3.2.9 The same principles are also professed by leading author and Public Procurement expert Professor Albert Sanchez Graells, wherein he lambasted formalistic approaches and campaigned for substantive evaluations:

*"Therefore, contracting authorities should ensure that the evaluation of bids leading to the award of the contract is based on the substance of the tenders by adopting a possibilistic or anti-formalist approach that excludes purely formal decisions that restrict competition unnecessarily; subject, always, to guaranteeing compliance with the principle of equal treatment."*

[added emphasis]

### 3.3 Proportionality

- 3.3.1 The principle of proportionality requires that not every shortcoming carry the same consequence, and that the consequence be measured against the gravity of the shortcoming and its effect upon fair competition.
- 3.3.1.1 *Fire-tech Limited v. Dipartiment tal-Kuntratti?*

*"Għalkemm huwa minnu illi, biex tithares it-trasparenza u ma jkunx hemm diskriminazzjoni, ir-regoli għandhom jitharsu b'mod uniformi u prevedibbli, u s-soġġettività u d-diskrezzjonalità jitnaqqsu kemm jista' jkun, madankollu l-prinċipju ta' proporzjonalità jrid illi mhux kull nuqqas ikollu l-istess konsegwenza, iżda din għandha tiddependi mill-gravità tan-*

*nuqqas u mill-konsegwenzi tiegħu, partikolarment jekk jagħtix vantaġġ lil min jonqos jew joħloqx preġudizzju lil oblaturi oħra”*

[added emphasis]

**3.3.1.2 Ballut Blocks Services Limited v. Onorevoli Ministru għar-Rizorsi et.<sup>8</sup>:**

*"... Ballut ma kisbet ebda vantaġġ kompetittiv bin-nuqqas tagħha. Li kieku kien possibli li tikseb dan il vantaġġ, il-qorti kienet tasal biex tghid illi l-iskwalifika hija necessarja biex titħares il-kompetizzjoni gusta, izda ma ntwera ebda mod kif Ballut setgħet kisbet xi vantaġġ b’dak li għamlet jew, ahjar, b’dak li naqset li tghamel.*

*Fil-fehma tal-qorti, għalhekk, mhux biss l-iskwalifika ma kinitx mehtiega biex jinkisbu l-għanijiet tas-sejha għal offerti, fosthom il-harsien tal-kompetizzjoni gusta, izda anzi wasslet biex jista jintilef l-għan li l-kuntratt jingħata lil min għamel l-orhos offerta. Għal dan ir-raguni l-qorti hija tal-fehma illi l-iskwalifika tal-offerta ta’ Ballut ma kinitx mizura propozjonata.”*

[added emphasis]

**3.3.1.3 Krypton Chemists Limited (C-8933) v. Central Procurement and Supplies Unit u Cherubino Limited (C-3677)<sup>9</sup>:**

*“Il-ġurisprudenza Maltija u Ewropea f’dan il-qasam ittenni li l-awtoritajiet kontraenti għandhom jimxu b’mod strett mal-kundizzjonijiet stabbiliti fid-dokumenti tas-sejha, izda fl-istess waqt għandhom jikkunsidraw ukoll il-gravità tan-nuqqas u l-effett tiegħu fuq il-kompetizzjoni. Ifisser dan li l-awtorità kontraenti għandha d-dmir li tiddistingwi bejn irregolaritajiet formali u dawk sostanzjali. Irregolarità minuri, bħalma huma żbalji klerikali jew nuqqasijiet li ma jolqtux il-kompetizzjoni gusta, jistgħu jiġu msewwija taħt il-prinċipju tal-proporzjonalità, sakemm dan ma jwassalx għal vantaġġ kompetittiv mhux xieraq.”*

[added emphasis]

**3.3.2 Applying those principles to the present matter, the Appellants respectfully submit as follows:**

**FIRST**, the shortcoming alleged is formal and not substantive. The dimensional data required to demonstrate compliance was stated expressly in the document submitted.

**SECOND**, the alleged shortcoming conferred no competitive advantage whatsoever upon the Appellants. The panel configuration was fixed and disclosed at the rectification stage.

Nothing was left open, nothing could have been varied, and nothing new could have been introduced thereafter.

**THIRD**, no prejudice whatsoever was occasioned to any other economic operator.

**FOURTH**, the disqualification was not necessary in order to safeguard fair competition, which is the only legitimate purpose which such a sanction could serve.

**FIFTH**, and consequently, the disqualification risks defeating the very object of the procurement, which is the acquisition of 11kV switchgear at the cheapest price satisfying the administrative and technical criteria, as the sole award criterion at Clause 6.1 expressly provides.

3.3.3 The disproportion is thrown into sharp relief by the fact that the Appellants submitted the lowest-priced offer of all the tenderers, at €750,974.00 excluding VAT, a price lower even than that of the recommended bidder. The sole award criterion for this tender is price, the contract falling to be awarded to the cheapest offer satisfying the administrative and technical criteria, as Clause 6.1 expressly provides. The exclusion of the Appellants upon a formal shortcoming, in circumstances where the substance of their offer met the sole notified requirement, therefore operates directly against the object of the procurement, and risks the very outcome against which the Court of Appeal warned in *Europharma* and in *Ballut Blocks*, namely the loss of the cheapest offer over a defect which is not one of substance.

3.3.4 Reference is finally made to *Servizzi Malta vs Direttur tal-Kuntratti et*<sup>10</sup>, wherein it was held:

*“Il-prinċipju ta’ proporzjonalità jitlob illi offerta ma titwarrabx minhabba kull irregolarità, tkun xi tkun, meta hemm soluzzjonijiet anqas drastici li, iżda, ma jmorru kontra prinċipji oħra bħal ma huma dak ta’ trattament indaqs u trasparenza. Dan wara kollox ma huwiex flief applikazzjoni tal-prinċipju ut res magis valeat quam pereat [...].”*

[added emphasis]

3.3.5 In the present case a less drastic solution was manifestly available. The Evaluation Committee could have sought a clarification identifying where the corroborating drawing was to be found, or securing its production. Such a clarification would have introduced no new information whatsoever, since the dimensional data was already stated in the Report, and it would not have altered the composition of the offer in any respect. Proceeding directly to disqualification, without affording the Appellants that opportunity, was disproportionate. Any request for the revised drawing would merely have corroborated information already numerically contained within the

<sup>10</sup> Decided 15th July 2019.

rectification report, and would neither have altered the substance of the tender nor conferred any competitive advantage upon the Appellants.

**4. Refund of the deposit paid**

- 4.1 Without prejudice to any other grievance submitted by the Appellants, in view of the total failure of the Contracting Authority to provide any of the information requested, the Appellants are compelled to submit their objection, and to pay the deposit of €5,054.50 attaching thereto, in an effort to at least obtain the reasons for such a course of action.
- 4.2 Had the Contracting Authority discharged its obligation to state reasons in the letter of rejection, or alternatively had it replied to the request for information dated 20th July 2026, the Appellants would have been in a position to assess the lawfulness of the decision and to determine whether an objection was warranted. They were denied that opportunity entirely.
- 4.3 This position was also held by the Court of Appeal in a decision in the names of *Borg Bros v. Ministeru għall-familja u Solidarjeta' Socjali et.*"

*"[...] min hu interessat għandu dritt jikkontesta d-deċiżjoni u jitlob sħarriġ għudizzjarju tad-deċiżjoni li wasslet għall-irtirar [...], u biex dan ikun jista' jsir, trid tingħata informazzjoni dwar x'wassal għall-irtirar. Darba dan ingħata quddiem il-Bord, u s-socjetà appellanti kienet ġustifikata titlob spjegazzjoni, ma għandhiex tbatl l-ispejjeż tal-proċeduri quddiem il-Bord. Dan ma jfissirx li dak li sar kien null, iżda biss li s-socjetà appellanta kienet ġustifikata li tressaq ilment quddiem il-Bord."*

[added emphasis]

- 4.4 In view of the aforesaid, and independently of the merits of its objection, the Appellants are hereby respectfully requesting this Honourable Board to order the refund of the deposit paid in its entirety.

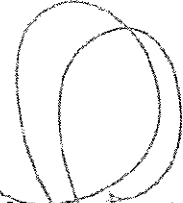
**NOW, THEREFORE, whilst reserving the right to put forward any other submissions, the Appellants are hereby requesting this Honourable Board to:**

**i. Preliminary:**

- a. By way of an interim measure, and in any case prior to the scheduled hearing, to order the defendants, or whosoever of them, to disclose any and all the information requested by virtue of the request for information dated 20th July 2026;

- b. In view of the failure to provide the requested information, and without prejudice to any decision determined by this Honourable Board, to refund the deposit paid by the Appellants in its entirety;
  - c. To do anything else which is conducive and necessary for the proper execution of the above requests.
- ii. Subsequently:
  - a. To order the defendants, or whosoever of them, to revoke the letter dated 17th July 2026 and cancel the exclusion of the bid by Powerezi Ltd and the recommended award to AG Installations [TID 000237893]; and
  - b. To order the annulment of the said decision and the re-instatement of the offer of the Appellants, and to order a fresh evaluation of the bids by a newly composed Evaluation Committee, which committee is to take into account the findings and decisions of this Honourable Board, it being understood that the Appellants do not seek the direct award of the contract; and
  - c. To refund the deposit paid by the Appellants in its entirety; and
- iii. To do anything else which is conducive and necessary for the proper execution of the above requests.

Powerezi Ltd are hereby reserving their right to present further evidence and submissions, during the hearing. Additionally, Powerezi Ltd are hereby reserving the right to submit additional grievances, once the undisclosed information is provided.

  
**Av. Matthew Paris**  
matthew@dalliparis.com

  
**Av. Zackariah Esmail**  
zack@dalliparis.com

 HSB C | Eurozone-SEPA payment



You have submitted this payment for authorisation

The status for payment 85417I4002DO is: Pending authorisation

Debit account

|                |                                               |
|----------------|-----------------------------------------------|
| Pay from       | POWEREZI LTD<br>MT MTHBMTCA043-020429-001 EUR |
| Debit currency | EUR                                           |

Payment details

|                     |                                                                                                                                                                                                                                         |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Expected value date | Mon 27 Jul 2026<br>This is the date we expect to debit your account.<br>We'll send the payment instantly with immediate confirmation.<br>Please ensure that the debit account has enough funds, otherwise the payment will be rejected. |
| Payment service     | SEPA Credit Transfer Instant                                                                                                                                                                                                            |

Transactions

 Match

 Close match

 Beneficiary check not applicable

 No match, Beneficiary check not performed or not possible

| Entry                                         | Beneficiary                                                                                                                | Transaction information                                                                                                                                                                                                                                                  | Amount (EUR) |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1                                             | Beneficiary name: Cashier Malta Government<br>IBAN: MT55MALT011000040001EURCMG5001H<br>Reference: Cashier Malta Government | <div></div> <div>Purpose of payment: SUPP<br/>SupplierPayment  Transaction is related to a payment to a supplier.<br/>Remittance information: Advert No: TD/T/3879/2024 (12735)</div> | 5,054.50     |
| Total entries: 1   Batch amount: EUR 5,054.50 |                                                                                                                            |                                                                                                                                                                                                                                                                          |              |



**Enemalta plc**  
**Central Administration Building**  
**Church Wharf**  
**Marsa MRS 1571**

For the attention of Ing. Ryan Fava, Executive Chairman, and of the Chairperson of the Evaluation Committee

**Via email:**      [procurement.em@enemalta.com.mt](mailto:procurement.em@enemalta.com.mt); [contracts.em@enemalta.com.mt](mailto:contracts.em@enemalta.com.mt)

20<sup>th</sup> July 2026

We write to you for and on behalf of Powerezi Ltd [TID 000237835] (hereinafter referred to as 'Powerezi') and make reference to:

- Tender TD/T/3879/2024 (12735) - Supply of 11kV Switchgear for Msierah DC, issued by Enemalta plc;
- A letter dated 17<sup>th</sup> July 2026 signed by the Executive Chairman, by virtue of which Powerezi was informed that its offer was found to be technically non-compliant and that the tender is being recommended for award to TID 000237893 AG Installations for the amount of €791,853.36 excluding VAT.

By virtue of this letter, Powerezi is hereby requesting information [**vide / information requested in ANNEX 1**] in terms of the applicable public procurement regulations governing this procurement procedure, being those expressly identified at Articles 1.5 and 1.6 of Section 2 of the tender document. This request is being made in accordance with the jurisprudence of the European Court of Justice, the Court of Appeal, and the Public Contracts Review Board [hereinafter 'PCRB'], whereby they all confirmed that bidders are eligible to receive information in relation to the respective bids, and this in conformity with the maxim of equality of arms.

In view of the limited time available to submit an objection before the PCRB, the deadline for which expires at noon of Monday 27<sup>th</sup> July 2026, the Contracting Authority is hereby being called upon to treat this request with urgency.

Powerezi expressly reserves the right to rely upon any refusal, failure, delay or insufficiency in the information provided, in support of any objection or other remedy available at law.

Please be guided accordingly.

**Av. Matthew Paris**  
[matthew@dalliparis.com](mailto:matthew@dalliparis.com)

  
**Av. Zackariah Esmail**  
[zack@dalliparis.com](mailto:zack@dalliparis.com)

**PART A The evaluation of the offer of Powerezi Ltd [TID 000237835]**

[1] Can the Contracting Authority confirm or otherwise, that the reply submitted by Powerezi to the rectification request of 18th February 2026 was received through the ePPS within the stipulated timeframe, was registered, and was considered in full by the Evaluation Committee?

[2] The rectification request of 18th February 2026 identified one single shortcoming, being that under Clause 2.1(i) of the Technical Schedule the total panel width as submitted was 11.6m. Can the Contracting Authority confirm or otherwise, that this was the only shortcoming identified in the said request?

[3] The letter of 17th July 2026 states that the reply left 'a number of issues in the rectification un-addressed'. Can the Contracting Authority identify each and every such issue, separately and specifically, and in respect of each such issue provide:

[3.1] the precise clause of the Technical Schedule, Technical Specifications, Literature List or tender document said to have been infringed;

[3.2] the document, or absence of document, in which the said issue is said to arise;

[3.3] whether the said issue had been expressly and specifically identified in the rectification request of 18th February 2026;

[3.4] the date upon which the Evaluation Committee first identified the said issue?

[4] In respect of any issue which was not expressly and specifically identified in the rectification request of 18th February 2026, can the Contracting Authority explain the basis upon which the offer of Powerezi was rejected on a ground which it was never invited, and never afforded the opportunity, to address?

[5] Can the Contracting Authority confirm or otherwise, whether the Evaluation Committee accepted that the revised configuration submitted by Powerezi, consisting of twelve panels of 600mm and four panels of 800mm, giving a total installed length of 10.4m, resolved the shortcoming which had been notified to it?

[6] Can the Contracting Authority confirm or otherwise, whether the Evaluation Committee considered the express confirmations contained in the Technical Rectification and Compliance Confirmation Report submitted by Powerezi, and in particular the confirmations relating to:

[6.1] the total installed length of 10.4m against the available installation length of 10.5m;

[6.2] the maintenance of 800mm rear clearance and 500mm clearance on both sides;

[6.3] the preservation of straight line installation;

[6.4] the inclusion within Unit 08 of two Voltage Transformers, one on the left hand side and one on the right hand side;

[6.5] the rated voltage, busbar rated current, short circuit rating and duration, frequency, auxiliary supply and IP ratings;

[6.6] compliance with IEC 62271-200 and the confirmation that the protection philosophy, metering and relay configuration and all feeder functions remained unchanged?

[7] Can the Contracting Authority provide the price of Powerezi as opened and as evaluated, together with details of any arithmetical correction applied thereto?

[8] Can the Contracting Authority provide the complete list of offers received, with the TID and opening price of each, the ranking of all offers by price, and, in respect of each offer other than the recommended offer, whether it was found compliant or non compliant together with the reason therefor?

[9] Can the Contracting Authority provide the non-confidential extracts of the evaluation report, the technical evaluation and the compliance matrix insofar as these concern the offer of Powerezi?

**PART B - Compliance of the recommended bidder [TID 000237893 AG Installations]**

**Technical and professional ability - the minimum of 120 units**

[10] Clause 5(B)(c)(i) requires a list of principal supplies of 11kV switchgear units having similar ratings to those requested, delivery of which was effected during the last five years being 2020 to 2024, the minimum total number of which must not be less than 120. Can the Contracting Authority state the total number of units listed by the recommended bidder?

[11] Can the Contracting Authority explain how the Evaluation Committee satisfied itself that the units listed were of 'similar ratings' to those being requested in this tender, and the criteria applied in reaching that conclusion?

[12] Can the Contracting Authority provide the list of end clients declared by the recommended bidder, confirm whether the Evaluation Committee contacted any of them, and confirm whether additional documentation was requested in respect of the deliveries listed and if so what documentation was requested and received?

[13] Can the Contracting Authority confirm or otherwise, whether the minimum of 120 units was satisfied by the recommended bidder in its own right, or by reliance upon the capacities of another entity, including any manufacturer, distributor, group company or member of a consortium?

[14] If reliance was placed on the capacities of another entity, can the Contracting Authority provide or confirm:

[14.1] the name and pertinent details of the entity or persons on whose reliance is being made;

[14.2] that a separate ESPD was submitted for each and every such entity;

[14.3] that the ESPD of the recommended bidder, in the section dealing with reliance on the capacities of third parties, makes specific reference to the entity on whose reliance is being made;

[14.4] the specific criterion or criteria in respect of which reliance was sought;

[14.5] that a commitment letter, agreement, letter of undertaking or other means confirming that the resources required have been appropriately committed and shall be available for the full duration of the contract was submitted;

[14.6] the names and designations of the persons who provided such commitment;

[14.7] the manner in which the Evaluation Committee evaluated and verified the correctness of such reliance and whether in effect the criteria are satisfied, as required by Clause 5(B)(c)(iii)?

### **Subcontracting**

[15] Can the Contracting Authority confirm or otherwise, whether the recommended bidder proposed to subcontract any portion of the contract, and if in the affirmative, provide the name and pertinent details of each proposed subcontractor, the percentage of the works or supplies to be subcontracted, confirmation that an ESPD was submitted for each, and confirmation that each was evaluated in line with the exclusion and blacklisting criteria as required by Clause 5(B)(c)(iii)?

### **Quality assurance and environmental management standards**

[16] Can the Contracting Authority identify the manufacturer of the switchgear offered by the recommended bidder?

[17] Can the Contracting Authority confirm or otherwise, whether the said manufacturer produced a certificate drawn up by an independent body attesting compliance with ISO 9001, or alternatively provided an explanation as to what other means of proof concerning its quality assurance scheme could be provided, and if the latter, the explanation given and the basis upon which it was accepted?

[18] Can the Contracting Authority provide the certificate number, the issuing body, the accreditation of that body, and the dates of issue and expiry of the ISO 9001 certificate relied upon, and confirm that it was valid as at the closing date of the tender?

[19] Can the Contracting Authority confirm or otherwise, whether the manufacturer holds ISO 14001 certification, provide the corresponding details, and if such certification is not held, the basis upon which the offer was nonetheless found to be compliant?

### **Technical offer and Tender Preparation Tool**

[20] Can the Contracting Authority confirm or otherwise, that the Technical Offer of the recommended bidder was submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided, as required by Clause 5(C)(i)?

[21] Can the Contracting Authority confirm or otherwise, that no part of the Technical Offer of the recommended bidder was submitted, completed, amended, replaced or supplemented after the closing date of the tender, and if any such step occurred, whether it was treated as a clarification or as a rectification and the basis therefor, having regard to the Notes to Clause 5?

### **The Literature List**

[22] Clause 5(C)(ii) requires literature as per the Form marked 'Literature List' to be submitted with the Technical Offer at tendering stage, the scope of the literature being to corroborate a fully compliant technical offer. Can the Contracting Authority confirm, item by item, whether each of the following items was submitted by the recommended bidder with its Technical Offer at tendering stage, and in respect of each provide the title, reference and date of the document relied upon:

[22.1] Item 1.1 - Single-line diagram of proposed switchgear;

[22.2] Item 1.2 - Plan view of installation of the GIS inside the designated room clearly showing expected dimensions and layout;

[22.3] Item 1.3 - Technical data and information about the GIS in conformity with table 2.1 and table 2.2;

[22.4] Item 1.4 - Type tests of the switchgear offered;

[22.5] Item 1.5 - List of recommended strategic and programmed maintenance spares;

- [22.6] Item 1.6 - Any other documentation regarding design, instrumentation and ancillary equipment to enable proper evaluation of the offer;
  - [22.7] Item 1.7 - Specification documents and operating manuals for the main communication components;
  - [22.8] Item 1.8 - Protection schemes for the 11kV systems;
  - [22.9] Item 1.9 - Technical information about bay controllers and other control equipment;
  - [22.10] Item 1.10 - Technical information about protective relays;
  - [22.11] Item 1.11 - Reference list of control systems using similar technologies as proposed;
  - [22.12] Item 1.12 - Reference list of protective systems using similar technologies as proposed;
  - [22.13] Item 1.13 - Any other documentation regarding design, instrumentation and ancillary equipment to enable proper evaluation of the offer?
- [23] In respect of any item at [22] above which was not submitted with the Technical Offer at tendering stage, can the Contracting Authority explain the basis upon which the offer was nonetheless found to corroborate a fully compliant technical offer, and identify when and how the said item was eventually submitted?

#### **Room dimensions, panel width and physical arrangement**

- [24] Clause 2.1(i) of the Technical Schedule requires the supply of an 11kV switchboard with the layout shown in the single-line diagram of drawing ENE-DN-12.1, with fixed room dimensions per drawing MDC OCT24 D03, installed in a straight line with 800mm clearance behind the panel and 500mm clearance on both sides of the switchgear panel. Can the Contracting Authority state the total panel width, in metres, of the switchgear lineup offered by the recommended bidder?
- [25] Can the Contracting Authority provide the number of panels offered by the recommended bidder and the width of each such panel?
- [26] Can the Contracting Authority confirm or otherwise, that the lineup offered by the recommended bidder fits within the fixed room dimensions specified in drawing MDC OCT24 D03?
- [27] Can the Contracting Authority confirm or otherwise, that the clearance of 800mm behind the panel is maintained by the offer of the recommended bidder?
- [28] Can the Contracting Authority confirm or otherwise, that the clearance of 500mm on both sides of the switchgear panel is maintained by the offer of the recommended bidder?
- [29] Can the Contracting Authority confirm or otherwise, that the switchgear offered by the recommended bidder is installed in a straight line as required?
- [30] Can the Contracting Authority confirm or otherwise, whether the recommended bidder was at any stage requested to clarify or rectify its panel width, layout, plan view or compliance with the room dimensions, and if in the affirmative to provide the dates, the full text of the request and of the reply, and the outcome?
- [31] Can the Contracting Authority confirm or otherwise, that the identical standard of dimensional compliance applied to the offer of Powerezi was applied to the offer of the recommended bidder?

### **Single-line diagram, functional requirements and type tests**

[32] Can the Contracting Authority confirm or otherwise, that the single-line diagram submitted by the recommended bidder conforms in all respects with drawing ENE-DN-12.1?

[33] Can the Contracting Authority confirm or otherwise, whether the offer of the recommended bidder includes two Voltage Transformers within Unit 08, one on the left hand side and one on the right hand side, and identify the document evidencing the same?

[34] Can the Contracting Authority confirm the following characteristics of the switchgear offered by the recommended bidder, and identify the document evidencing each:

[34.1] rated voltage;

[34.2] busbar rated current;

[34.3] short circuit rating and duration;

[34.4] rated frequency;

[34.5] auxiliary supply;

[34.6] IP rating of the gas tank and of the enclosure?

[35] Can the Contracting Authority confirm or otherwise, that the switchgear offered complies with IEC 62271-200, and in respect of the type test certificates relied upon provide the certificate numbers, the issuing laboratory and its accreditation, the dates thereof, and confirmation that the said certificates relate to the exact model and configuration offered?

### **Equivalent standards, brands or labels**

[36] Section 3 of the tender document provides that where a standard, brand or label is quoted, equivalents will be accepted, but that tenderers are to submit enough documentation together with the technical literature to prove equivalence. Can the Contracting Authority confirm or otherwise, whether the recommended bidder relied upon any equivalent standard, brand or label, and if in the affirmative to identify each such instance, the documentation submitted to prove equivalence, and the manner in which and by whom equivalence was assessed?

### **Clarifications, rectifications and post-submission changes**

[37] Can the Contracting Authority confirm or otherwise, whether the recommended bidder was requested to clarify, rectify, supplement, complete or replace any of the following after the closing date:

[37.1] technical literature;

[37.2] type test certificates;

[37.3] the single-line diagram;

[37.4] the plan view or any layout or outline drawing;

[37.5] technical data sheets;

[37.6] protection schemes;

[37.7] bay controller or protective relay documentation;

[37.8] the reference lists of control systems and of protective systems;

[37.9] the list of recommended strategic and programmed maintenance spares;

- [37.10] the Technical Offer Form;
  - [37.11] the ESPD or any selection criteria evidence, including the list of principal supplies;
  - [37.12] ISO 9001 or ISO 14001 certificates;
  - [37.13] the Financial Bid Form or the financial offer;
  - [37.14] any other document whatsoever?
- [38] In respect of each such request, can the Contracting Authority provide:
- [38.1] the date and the full text of the request;
  - [38.2] the date and the full text of the reply;
  - [38.3] the document or item concerned;
  - [38.4] whether the matter was treated as a clarification, a rectification, or an arithmetical correction, and under which of the Notes to Clause 5;
  - [38.5] confirmation that the reply did not alter, complete or improve a non-compliant offer after the closing date?
- [39] The Notes to Clause 5 provide that requests for clarifications and/or rectifications concerning a previous request dealing with the same shortcoming shall not be entertained. Can the Contracting Authority confirm or otherwise, that no more than one request was issued to the recommended bidder in respect of any one shortcoming?

#### **Regulatory and environmental requirements binding upon the Tenderer**

- [40] Can the Contracting Authority identify the insulating medium or gas used in the switchgear offered by the recommended bidder, together with the charge per panel and the total charge?
- [41] Article 46.2 of the Special Conditions provides that the Tenderer must submit the REACH registration number and details of the manufacturer established in the EU or the EU importer of the chemicals being purchased. Can the Contracting Authority confirm or otherwise, whether such information was submitted by the recommended bidder, and if not, the basis upon which its offer was found compliant?
- [42] Article 46.3 of the Special Conditions provides that the Tenderer must submit the Safety Data Sheet with all the contact details of the supplier and the email address of the competent person responsible therefor. Can the Contracting Authority confirm or otherwise, whether such Safety Data Sheet was submitted by the recommended bidder, together with its date and revision?
- [43] Can the Contracting Authority confirm or otherwise, how the offer of the recommended bidder satisfies the requirements of Article 47 of the Special Conditions concerning fluorinated greenhouse gases, including the type of gas, the guaranteed leakage rate, labelling, and confirmation that no equipment containing Ozone Depleting Substances is being offered?
- [44] Article 49.6 of the Special Conditions provides that the tenderer must be either self-compliant or registered in the packaging waste recovery scheme. Can the Contracting Authority confirm or otherwise, the position of the recommended bidder in this regard and identify the evidence submitted?
- [45] Article 49.7 of the Special Conditions provides that the tenderer must be either self-compliant or registered in the WEEE compliance scheme. Can the Contracting Authority confirm or otherwise, the position of the recommended bidder in this regard and identify the evidence submitted?

### **Spare parts, warranty and after-sales service**

[46] Can the Contracting Authority provide the list of recommended strategic and programmed maintenance spares submitted by the recommended bidder?

[47] Can the Contracting Authority confirm or otherwise, that the recommended bidder guaranteed the availability of all spare parts for a period of not less than ten years, as required by Article 33.1 of the Special Conditions, and identify the document evidencing the same?

[48] Can the Contracting Authority confirm or otherwise, that the recommended bidder offered warranty obligations of not less than two years from provisional acceptance, as required by Article 32.6 of the Special Conditions?

### **The financial offer and the price**

[49] The Estimated Procurement Value published at Clause 1.3 is €1,010,900.00 excluding VAT, stated to be based on comprehensive research including appropriate financial analysis. The recommended price is approximately 21.7% below that value. Can the Contracting Authority confirm or otherwise, whether the recommended bidder was asked to explain the price or costs proposed in its tender?

[50] If the recommended bidder was so asked, can the Contracting Authority provide the date and text of the request, the date of the reply, and, without disclosing confidential information, the substance of the explanation provided?

### **Validity of offers**

[51] The closing date of the tender was 22nd December 2025 and the award recommendation was communicated on 17th July 2026. Can the Contracting Authority state the period of validity of offers stipulated for this tender and the date upon which the offers as originally submitted would have expired?

[52] Can the Contracting Authority confirm or otherwise, whether the recommended bidder was requested to extend the validity of its offer, and if in the affirmative:

[52.1] when the extension was requested and when it was provided;

[52.2] the manner in which the extension was requested and provided;

[52.3] whether the extension was given unconditionally and without reservation?

[53] Can the Contracting Authority confirm or otherwise, that every remaining tenderer was requested to extend the validity of its offer on identical terms and on the same dates, and identify any tenderer which was not so requested?

### **Multiple offers**

[54] Can the Contracting Authority confirm or otherwise, whether the recommended bidder submitted more than one offer for this tender, and if in the affirmative provide all TID numbers and prices, confirm how the rules governing multiple offers were applied, and state which offers were considered and which were disqualified?

## **PART C - The conduct of the evaluation**

[55] Can the Contracting Authority provide the composition of the Evaluation Committee, being the names and designations of its members?



[56] Can the Contracting Authority confirm or otherwise, whether each member of the Evaluation Committee signed and confirmed that they have no conflict of interest, and provide the dates upon which such declarations were signed?

[57] Can the Contracting Authority confirm or otherwise, whether the Evaluation Committee made use of, or relied upon, experts or other professionals throughout the evaluation, and if in the affirmative provide their names and their involvement in the evaluation?

[58] Can the Contracting Authority provide copies of the following documents forming part of the call for tenders:

[58.1] the Technical Specifications published under separate cover, being TD-T-3879-2024 (12735) Part 3 - Technical Specifications (251020);

[58.2] the Form marked 'Literature List';

[58.3] drawing ENE-DN-12.1;

[58.4] drawing MDC OCT24 D03;

[58.5] the Financial Bid Form;

[58.6] the Opening of Offers Schedule?

Powerenzi expressly reserves the right to rely upon any refusal, failure, delay or insufficiency in the information provided, in support of any objection or other remedy available at law.